



2009-2011

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
THE CITY OF WATERTOWN
AND
THE WATERTOWN PROFESSIONAL
FIRE FIGHTERS' ASSOCIATION,
LOCAL 191

PREAMBLE

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 declares that it is the public policy of the State of New York and the purposes of the law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employees Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees, and

WHEREAS the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 after determining that the Watertown Professional Fire Fighters' Association, Local No. 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown, Federation of Labor met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Professional Fire Fighters, Local 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown Federation of Labor by adopting a resolution to this effect on January 8, 1968, and

WHEREAS collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures, and a contract has been evolved:

RESOLVED that the City Council of Watertown, New York on behalf of the City of Watertown, New York, hereinafter referred to as the "City", and the Watertown Professional Fire Fighters' Association, Local 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown Federation of Labor, hereinafter referred to as the "Association", enter into this Agreement this _____ day of September, 2009 as follows:

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive representative of all employees of the Fire Department as described herein: Fire Fighters; Fire Captains; and Battalion Fire Chiefs.

ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

SECTION 1. The City recognizes that the Association represents a common community of interest among its membership.

SECTION 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions.

SECTION 3. The City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Fire Department as described herein. Fire Fighters; Fire Captains; and Battalion Fire Chiefs.

SECTION 4. The Association shall be entitled to have deducted from the wages or salaries of the employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed Ninety Percent (90%) of the regular membership dues, which represents the employee's pro-rata share of expenditures by the Association less expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

SECTION 5. Notwithstanding any other provisions, Sections 3 and 4 of Article 2 shall apply only to new employees of the Department and members of the Association who withdraw from the Association as of July 1, 1983. Employees of the Department who, as of July 1, 1983, are not members of the Association shall be exempt from membership dues deduction.

SECTION 6. The City agrees that the Association shall be the sole and exclusive representative of its membership for the purposes of the Public Employees Fair Employment Act.

SECTION 7. The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

SECTION 8. The City agrees that no member of the Association shall be discriminated against, coerced, restrained, or influenced in any manner because of his membership in the Association or by reason of holding office in the Association.

SECTION 9. No clause or provision of this Agreement shall be construed to cause the impairment or waiver of any State Law now applicable to employees who are members of the Association.

SECTION 10. Notwithstanding any other provision of this Contract, this Contract shall not apply to the Fire Chief and Deputy Fire Chief who are management's representatives in the Fire Department.

SECTION 11. The Union will make its best efforts to notify the City Manager's Office in writing of any changes in Union Officers within 30 days of the change.

ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

SECTION 1. The term of this Agreement shall be for the period July 1, 2009 through June 30, 2011.

SECTION 2. This Agreement shall cover all terms and conditions of employment as defined in the New York State Fair Public Employment Act.

SECTION 3. In justice and fairness to the City, all members of the Association will regard themselves as public employees and shall report to work on time, will not leave the job early unless properly relieved, will be prompt in reporting to their duties as assigned and will obey all lawful rules, regulations and orders as

established by and for the department.

ARTICLE 4 - COMPENSATION

SECTION 1.

a. The City shall continue to provide a separate Fire Pay Plan. The rate of compensation for the positions of Fire Fighter, Fire Captain and Battalion Fire Chief shall be as provided in the attached Schedules A and B.

Schedule A (Pay Plan for FY 2009-2010) reflects a 0% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2008-09.

Schedule B (Pay Plan for FY 2010-11) reflects a 3.0% increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable to 2009-10(Schedule A).

b. In addition to the Pay Plan described in "a" above, the City agrees to continue a Longevity Payment Plan in the following amounts:

(1) beginning at the end of six years of service in the Fire Department a payment of Three Hundred and Fifty Dollars (\$350).

(2) beginning at the end of twelve years of service in the Fire Department a payment of Seven Hundred Dollars (\$700).

(3) beginning at the end of eighteen years of service in the Fire Department a payment of One Thousand and Fifty Dollars (\$1,050).

Payments for longevity shall become effective July 1, 1985. Amounts paid under the longevity plan shall be in addition to the regular salary and shall not be used in determining the hourly rate of pay. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

c. Employees hired after December 7, 1993 shall not be afforded the benefit of earning longevity payments as specified in Paragraph b. of this section.

SECTION 2. As provided in the 1968-69 Contract, the City has amended the Rules of Administration of the Pay Plan to provide for a regular procedure for the review of pay grades assigned to class titles of positions. The City agrees to provide the President of the Association with a copy of the final decision by the City Council at the time the individual employee is notified.

SECTION 3.a. Any member assigned to perform duties out of title in a rank higher than his permanent rank shall be compensated for such performance on a per diem basis, which increased pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provisions of 3a of the Rules for Administration of the Fire Pay Plan.

b. Assignment to duty under this Section shall be in accord with the following:

(1) The man scheduled to replace an officer on a predetermined schedule shall be a person standing on a current eligible list, if one exists.

(2) In case of an emergency involving any one day, a man shall be picked from the working shift who is on an eligible list.

(3) In case there is no person on an eligible list working the day of the emergency, the Fire Chief shall pick a person at his discretion.

SECTION 4. Effective upon signing of this contract, at retirement a member shall be paid for unused sick leave at the rate of twenty-five percent (25%) of his unused sick leave balance, up to a maximum of 45 days. If a member receives the benefit from the State Retirement System outlined under Article 9, Section 4(2) of this contract, he shall not be eligible to receive cash for unused sick leave as described in this Section.

ARTICLE 5 - WORK DAY AND WORK WEEK

SECTION 1. a. All fire fighting personnel shall work 40 hours per week or a 10 hour day and 14 hour night shift basis. Such schedule shall be averaged over a twelve-week cycle as detailed in the attached Schedule B except that time off to accomplish the 40 hour week average shall be done by assignment.

b. Any time off that develops from the 40 hour work week average principle shall not be used as a basis for equivalent payment in cash.

SECTION 2. The time of shift change shall be commensurate with Sections 1 and 2 but wherever practicable, the shift change shall occur at 8:00 a.m. year around.

SECTION 3. a. Overtime work shall be paid for all time worked in excess of regular scheduled hours at the rate of time and a half. When a Fire Fighter is called in outside his regular scheduled shift, he shall be guaranteed two hours pay at the applicable rate.

b. All accumulation of overtime, call-back time, holiday pay, and acting out of rank pay shall be paid bi-weekly.

SECTION 4.a. In the event a member is called to duty to cover for a manpower shortage because of illness or other emergency, whenever possible, the member shall be notified of this need at least 24 hours prior to the time he is to report. All members of the Fire Department shall be subject to recall in the event of serious emergencies brought about by fire or natural disaster.

b. Whenever manpower drops below 14 men, excluding the Battalion Chief, a member or members shall be called in to cover the shortage to bring the strength to at least 14. This member, or these members, shall be of equal rank whenever possible with the man or men they replace. It is recognized by both parties that this provision shall not take effect until such time as the City reduces its active fire stations from 4 to 3.

SECTION 5.a. A copy of all work schedules and monthly time sheets shall be furnished by the City to the designee of the President of the Association no later than the 20th of the preceding month. Once established, work

schedules will be strictly adhered to except in extreme emergency situations.

b. The schedule which is worked in the Fire Department presently, of which the schedule card printed yearly by the Association is a copy, shall be the official work schedule for members of the Fire Department.

SECTION 6. Members shall be allowed to exchange tours of duty or days off with prior notice of three days with members of equal rank and/or members who normally serve in acting rank. In case of personal emergency, the prior notice of three days may be waived. The application of this Section shall be Department-wide, without regard to engine house.

SECTION 7. In event of a fire watch of long duration, the City shall provide reasonable periodic relief for a company stationed at the fire watch so that no company must remain on duty in excess of four (4) consecutive hours in a twelve-hour period.

SECTION 8. Pumper companies shall not go below three (3) men at any time for duties other than fire fighting. The hook and ladder company shall not go below five (5) men at any time for duties other than fire fighting. At no time shall there be less than eleven (11) men available for first alarm responses. Monday morning reports, inspections and similar duties are to be accomplished when manpower is available.

ARTICLE 6 - LEAVE

SECTION 1. ANNUAL LEAVE

(a) Each employee who holds a provisional, probationary or permanent appointment shall earn annual leave with pay according to the following schedule:

Leave Credit	Length of Service
16 days vacation per year	1 through 5 years inclusive
21 days vacation per year	6 through 10 years inclusive
24 days vacation per year	11 through 15 years inclusive
29 days vacation per year	16 through 20 years inclusive
32 days vacation per year	21 or more years

"Days" as used above means calendar days.

(b) The City will schedule annual leave so as to allow a maximum number of six (6) line personnel, excluding Battalion Chief to be off during any one period. The selection of Fire Captains and Fire Fighters to be off shall be governed solely by seniority.

(c) Members of equal rank and/or members who normally serve in acting ranks shall be allowed to exchange portions of their vacations as they so desire provided that the members who desire to make this change shall notify the Chief of the Department at least 30 days prior to the date of exchange. The portion to be exchanged shall not exceed sixteen (16) days.

(d) Employees shall use their annual leave each year in the year earned. However, employees may carry over from one calendar year to the next up to a maximum of five (5) leave days if they so wish.

(e) If a member has a carryover from one to five days annual leave from the preceding calendar year, he may use that leave in units of one or more days at a time, up to a maximum of five days, provided that manpower strength is sufficient during the requested time off and the request is submitted after the monthly work schedule is posted. Sufficiency of manpower shall be defined as a minimum of 16 members actually working the shift, which includes a one man buffer that permits a full complement of 15 members without the use of call-in. If at the end of the current calendar year any annual leave time is unused, the unused leave shall be paid at the current rate of pay of the employee. Such payment shall not exceed five days.

(f) A member of the Fire Department may, at the time he chooses his vacation, set aside five (5) days he may use in units of one or more at a time, provided manpower strength is sufficient during the requested time

off and the request is submitted in writing after the monthly work schedule is posted. Sufficiency of manpower shall be defined as a minimum of 16 members actually working the shift, which includes a one man buffer that permits a full complement of 15 members without the use of call-in. If at the end of the current calendar year any annual leave time is unused, the annual leave shall, as the employee wishes, either be carried over to the next year or paid at the current rate of the employee, such carryover time or pay shall not exceed five (5) days.

(g) In the event a member is required to take his vacation prior to his anniversary date, he shall be granted the balance of his earned leave as soon after reaching his anniversary date as practical.

(h) Members of the Watertown Fire Department shall be allowed to split their vacations and shall be limited to (3) picks. When a member elects to split his vacation, he shall be given his first choice according to his standing on an updated seniority list. He shall not make a second or third selection until all other members of the Fire Department have made their first or if relevant, second selection.

(i) The individual notification and explanation of vacation time options to members shall be in writing to the member upon the request of the member.

(j) Upon retirement, resignation with two weeks written notice to the City, when an employee is separated from City service through no fault of his own, or in case of an employee's death, the employee, or his beneficiary in case of death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such manner as not to disrupt administrative pay procedures.

(k) The City Manager is authorized to make adjustments in individual cases within the keeping of the general policies on annual leave stated here. He is authorized to make such adjustments in order to provide equitable treatment for all employees, and to avoid individual hardship.

(l) Vacation shall be governed by seniority. All options available shall be fully explained to the employee at the time he is contacted concerning the vacation

schedule.

(m) Vacation schedules shall be posted on the bulletin board at each engine house at least fifteen (15) days prior to the beginning of the first vacation period.

(n) A copy of the completed vacation schedule for the year shall be furnished to the Association at least fifteen (15) days prior to the start of the first vacation period.

(o) The vacation schedule shall include the full twelve months of the year with all months available to members according to seniority.

SECTION 2. HOLIDAYS

(a) Unit employees shall be entitled to observe legal holidays off duty with pay. Holidays covered are:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

(b) All members of the Watertown Fire Department shall be paid for 11 holidays whether worked or not. The rate for holiday pay shall be the member's regular hourly rate of pay computed on a 40 hour work week multiplied by 8 hours. In no event shall members be paid more than double pay for a holiday. A member may elect equivalent time off for the holiday in lieu of payment in cash upon one week's advance request.

SECTION 3. SICK LEAVE

(a) Employees shall be entitled to earn a credit of one day sick leave each calendar month or fraction thereof worked by the employee.

(b) Sick leave credits shall be considered in full days only and are cumulative to a maximum of 180 work days.

(c) Absence on sick leave shall be charged first against unused sick leave credits in an amount not

exceeding five days per week and then against vacation time.

(d) Sick leave herein provided for shall not apply to any disability when covered by the Workers' Compensation Law.

(e) In the case of an illness which may extend beyond the leave time earned by and available to an employee, the City Manager may grant an extension of sick leave at half pay not exceeding 180 days after approval by the City Council.

(f) Accumulated sick leave credits shall not form a basis for granting extra pay or extra vacation because of failure to use accumulated sick leave, but may be consumed only through absence caused by illness.

(g) Sick leave is defined to mean absence from duty of an employee because of illness, injury and/or exposure to contagious disease. Sick leave with pay is not allowed for absence from duty on account of illness or injury purposely inflicted or caused by willful misconduct.

(h) If absence for illness or injury extends beyond a period of one week, the employee's salary is to be paid only after a certificate of disability, signed by a licensed physician or designated health official, has been filed with the department head or the City Manager. Additional certificates may be required in cases of prolonged illness.

(i) The department head or the City Manager may require a certificate of disability for absence of less than a week before salary is paid.

(j) Any employee who fraudulently reports illness in order to secure the benefit of sick leave with pay shall be penalized by losing all rights to sick leave for a period of one year from that date. Employees are entitled to due process.

(k) The City provides that employees who become ill or injured while on vacation, or about to go on vacation, may upon request be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement

indicating they are incapacitated for at least three days must be presented for this provision to be effective.

(1) Members who are on sick leave shall be charged with sick leave only for the actual duty days they missed during the actual period of illness. A record of accumulated leave time and accumulated compensatory time shall be made available at least once a year to each member. This record shall include time accumulated and used. A copy of the record shall be given to each employee and to the Association.

SECTION 4. BEREAVEMENT LEAVE

The City agrees to provide three (3) days of bereavement leave per death in the employees immediate family. The immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother or father-in-law, brother or sister-in-law.

SECTION 5. UNION LEAVE

(a) Members of the Association who are designated by the Association to represent it at conventions of the New York State Fire Fighter's Association, legislative conferences of the New York State Fire Fighters' Association, seminars and regional meetings sponsored by the International Association of Fire Fighters and the New York State Fire Fighters' Association shall be granted the time necessary to attend these functions without charge to leave time at the rate of four (4) members on each occasion. This release time with pay shall not exceed 56 duty days per year. In no case shall a member be absent for union affairs without prior three (3) day written notice to the Fire Chief.

(b) Union representative shall notify the scheduling Officer by the 15th of the preceding month of needed time off, except under extreme emergency situations.

SECTION 6. MATERNITY/ADOPTION LEAVE

(a) The City agrees to provide that employees who become pregnant may continue working as long their physician certifies that they can adequately perform the duties of their position. Maternity leave may be granted

for a period not to exceed six months at no pay. Employees who become pregnant shall be allowed to use accrued vacation during a non-disability period of maternity leave. A pregnancy related disability shall be treated in the same manner as any other non-occupational disability in respect to the use of accrued sick leave. A pregnancy-related disability shall be certified by the attending physician prior to the payment of sick leave benefits. Employees who become pregnant and take maternity leave have the right to be reinstated in the position of equivalent pay within six months of the granting of unpaid maternity leave.

(b) In unusual circumstances and in the best interest of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month basis for a maximum leave of absence of twelve months. In such cases, the request for extension must be in writing to the department head and/or the City Manager supported by a physician's statement. On the advise of the department head, the City Manager may approve the extension.

(c) The City agrees to provide that an employee who is adopting a child of five years of age or less can be granted a leave of absence for a period not to exceed six months at no pay. In such adoption cases, the employee will be allowed to use accrued vacation before being placed on leave without pay status. The employee shall have the right to be reinstated to a position of equivalent pay within six months of the granting of unpaid adoption leave. Such request for adoption leave must be submitted in writing within thirty business days of when leave is to commence.

SECTION 7. LEAVE OF ABSENCE WITHOUT PAY

In the event a leave of absence for illness is requested, the employee shall make application in writing to the department head and/or City Manager. The application shall be accompanied by a certificate from the employee's attending physician, describing the employee's condition with recommendation regarding the case. On advise of the department head, the City Manager may approve the application.

SECTION 8. FAMILY AND MEDICAL LEAVE ACT

Pursuant to the Family and Medical Leave Act of

1993, eligible employees who request unpaid, job protected family or medical leave must first exhaust all accrued vacation or sick leave.

SECTION 9. GENERAL

(a) Vacation and sick leave reports must be filed with the City Manager's Office at the beginning of each month by each department head showing the absences from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty days from the date of filing, unless approved by the Office of the City Manager.

(b) A seniority-in-service schedule shall be prepared and posted in a conspicuous place in each department office. The record shall be revised on or about the first day of each month when necessary. The seniority in service schedule shall operate in accordance with the procedure recommended by the State Department of Civil Service and the rules and regulations under which the Watertown Civil Service Commission functions.

(c) An employee who voluntarily vacates his/her position, except on leave of absence or ill health, and subsequently re-enters City service, shall be considered a new employee.

(d) When time off is given to employees of the Watertown Municipal Building and the offices of such building are closed on special occasions, members of the Fire Department shall be given credit of equivalent time. The time is to be compiled at the employee's regular rate of pay. Under the provisions of this section, a special occasion shall not include or apply to the closing of offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday or closings due to emergency situations. The closing of the Municipal Building for emergency situations shall be at the sole discretion of the City Manager or his representatives.

SECTION 10. JURY DUTY

(a) Employees shall be granted leave with regular pay and benefits when they are required to report for jury duty during their regularly scheduled duty time.

(b) An employee must notify his immediate supervisor no later than his first scheduled shift following the receipt of a notice of selection for jury duty or examination and must provide proof of service to his department head.

(c) The City shall have the right to seek a waiver from jury duty on behalf of the employee.

(d) Employees are required to work all available reasonable hours outside those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the court.

(e) If the Fire Chief or his designee determines, in the best interest of the City, that the employee is unable to perform his or her duties as a result of jury duty, he may, in his sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

ARTICLE 7 - SENIORITY

SECTION 1. The City shall establish a seniority list and it shall be brought up to date on a quarterly basis. A copy of the seniority list will be provided to the Union on a quarterly basis for their review.

SECTION 2. The Fire Department shall establish a list annually of the men available for call-back time, which list shall establish the order of call-back.

ARTICLE 8 - GRIEVANCE PROCEDURES

SECTION 1. The City recognizes the Association as the representative of Firemen to appear on their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.

SECTION 2. The City grants the right to representatives of the Association to visit City facilities and to visit and confer with Firemen and members of the Association for purposes of conferring on conditions,

policies, and procedures under the Public Employees Fair Employment Act during regular working hours.

SECTION 3. The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided for that purpose in the engine houses of the Fire Department.

SECTION 4. Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations.

SECTION 5.a. DEFINITIONS As used herein, the following terms shall have the following meanings:

1. "Government" or "Employer" shall mean the City of Watertown.

2. "Public Employee" or "Employee" shall mean any person directly employed and compensated by the City government, except members of the City Council and City Judges.

3. "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.

4. "Grievance" shall mean a claimed violation, misinterpretation, or inequitable application of the existing rules, procedures, or regulations covering working conditions applicable to the members of the Fire Department and shall be applicable to all provisions of this Agreement, excluding salaries.

b. BASIC STANDARDS AND PRINCIPLES

1. Every public employee shall have the right to present his grievances to his employer in accordance with this Article, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this Article shall provide the right to be represented at any or all stages thereof if the employee so chooses.

2. It shall be a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.

3. It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be deemed necessary to give effect to the provisions of this Article.

C. GRIEVANCES, PROCEDURAL REQUIREMENTS, APPEALS

1. The first procedural stage shall consist of the employee's presentation of his grievance to his immediate supervisor who shall, to such extent as he may deem appropriate, consult with his department head. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not resolved within three (3) work days, at the first stage, such employee may proceed to the second stage.

2. The second procedural stage shall consist of a request by the aggrieved employee, if he wishes, for a review and determination of his grievance by the department or agency head. In such case, the aggrieved employee and his immediate supervisor shall each submit to the head of the department or agency concerned a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon such department or agency head shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of these grievance procedures, his representative, if he elects to have one, may appear and present oral and written statements or arguments. The department or agency head shall discuss the grievance and proceedings with the City Manager. The final determination of the second stage of such grievance proceedings shall be made by the head of the department or agency concerned within five (5) work days of the date the grievance was presented to him by the employee.

3. If the employee so requests, a third procedural step shall be held which shall consist of a request for a review and determination of his grievance by the City Manager. Such review, if made, shall follow the

procedures described in Paragraph 2. The final determination of the third stage, if held, shall be made within five (5) work days of the date the grievance was presented to the City Manager.

4. If the grievance is not resolved through these steps as outlined in Paragraphs 1, 2 and 3 of this section, either party may then request the New York State Public Employees Relation Board to provide arbitration service. The authority of the Arbitrator shall be limited to the interpretation and application of this Agreement. The Arbitrator shall have no right to add or to subtract from the Agreement. The decision of the Arbitrator shall be final and binding on both parties. Any expense incidental to arbitration shall be equally borne by the City and the Union.

SECTION 6. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a Board and through the procedures as provided under the Act.

SECTION 7. At the option of the member, whenever a member is called to the Fire Chief's Office, he may be accompanied by a union representative if the member so wishes.

SECTION 8. Failure of the member to initiate a grievance within thirty (30) days of the event giving rise to the grievance or the Association president's knowledge of the event, whichever is later, precludes the member and the Association from instituting a grievance.

SECTION 9. Any disputes arising from the administration and/or interpretation of this Agreement will be first addressed through the procedures contained within this Article. Both parties agree that this provision shall be binding on their respective members.

ARTICLE 9 - RETIREMENT

SECTION 1. The City agrees to provide the State Non-Contributory Retirement Plan for Firemen generally termed the 1/60th non-contributory plan.

SECTION 2. The City agrees to provide for

Firemen a 25-year Retirement Plan at one-half pay.

SECTION 3. The City agrees in addition to the retirement benefits provided under Sections 1 and 2 above to provide for Firemen the benefits provided under the provisions of sub-division f of Section 384 of the Retirement and Social Security Law as added by Chapter 1000 in the Laws of 1966.

SECTION 4. The City agrees in addition to the retirement benefits provided under Sections 1, 2 and 3 above to provide for Firemen the following benefits under the New York State Policemen's and Firemen's Retirement System:

(1) World War 1 veterans' service credit under Section 341, sub-division k.

(2) Allowance for unused sick leave credit under Section 341, sub-division j.

(3) Guaranteed ordinary death benefit under Section 360-b.

(4) The twelve-month final average salary provision for computation of retirement benefits under Section 302, sub-division 9d.

SECTION 5. The City agrees in addition to the retirement benefits provided under Sections 1, 2, 3 and 4 above to provide for Firemen the benefits under the New York State Policemen's and Firemen's Retirement System:

(1) Twenty-year retirement under Section 384-d.

(2) Non-contributory improved career plan under Section 375-i.

SECTION 6. The City and the Association agree to a reopening of the Agreement for the sole purpose of considering enrollment in the New York State Retirement System's Special Retirement Plan 384-E. Reopening of the

Agreement and enrollment in the plan is contingent upon the following three conditions:

a. The Contract may not be reopened until such time as the New York State Retirement System has officially notified the City of how the change in funding method from PUC to Aggregate Method will be funded and specifically what the financial impact on the City will be.

b. At such time as the Association requests a reopening of the Contract, benefits provided under Section 15 of Article 13 of this Agreement shall automatically cease.

c. In order that negotiations may commence on enrollment in the Special Retirement Plan 384-E, the Association must document that the cost to the City for the Special Retirement Plan 384-E, the net impact of PUC to Aggregate Method as defined in Paragraph a. above and what other proposals may be offered by the Association are not greater than the net cost of 384-D.

ARTICLE 10 - GROUP HOSPITALIZATION

SECTION 1. The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment Contract between the City and the Watertown Professional Fire Fighters Association, Local 191, dated April 21, 1992.

a. Health Insurance Premium Payments shall be twelve (12%) percent of the premium costs effective January 1, 2007. The duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:

i. All employees hired on or before June 30, 1983, will not be required to make contributions toward premium costs of their individual or family coverage in their retirement.

ii. Effective October 1, 2004, employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium

costs of their individual and family coverage, which amount shall be the same amount that active employees are obligated to pay which has been the City's past practice.

b. Such retired employee, at his or her option, may choose, single or family coverage or whatever other coverage options are then available to City Employees.

SECTION 2.

a. Effective October 9, 1997, changes are made to the City's self-funded insurance plan (Plan) benefits as follows:

Add Usual, Customary and Reasonable (UCR) charge limitations to existing plan; increase prescription drug claim co-payments; add mail order pharmacy coverage to existing prescription drug claim benefits; and third party exclusion and subrogation clause to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

b. Effective October 1, 2004, changes are made to the City's self-funded insurance plan (Plan) benefits as follows:

Amendment to prescription drug claim co-payments; add mandatory pre-certification of inpatient admissions language to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

c. Effective January 1, 2007, changes are made to the City's self-funded insurance plan (Plan) benefits as follows:

Amendment to prescription drug claim co-payments; amendment to plan deductible; amendment to doctor visit co-payments. These plan revisions, additions or changes apply

to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

SECTION 3. For employees hired after October 9, 1997, the City's obligation to pay the health insurance premium shall cease when the employee becomes eligible for Medicare or dies, whichever comes first.

SECTION 4. For employees hired after October 9, 1997, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

SECTION 5. A Section 125 Plan shall be offered to employees to provide for employee health care expenses and child care expenses.

SECTION 6. Deferred Compensation. Individuals covered by this contract shall, annually, be entitled to sell up to three (3) vacation days and convert them into the City's 457 Plan.

SECTION 7. Health Insurance Buy-Out. Effective upon signing, there shall be offered an annual buy-out of \$1,250.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe

harbor right to re-enter the plan of their choice will be provided if the employee's status changes.

ARTICLE 11 - UNIFORMS

SECTION 1.a. The City incorporated a \$556 clothing allowance into the pay scale for Fire Fighters and a \$553 clothing allowance into the pay scale for Captains and Battalion Fire Chiefs in 2001. Such clothing allowance shall be used for the purchase and maintenance of uniforms as specified in Paragraph b of this section, exclusive of turnout coats, helmets, gloves, bunker pants, bunker boots, and turnout boots, which shall be provided by the City as needed. The City shall not be responsible for any additional purchase of uniform items, except for emergency expenditures and travel expenditures.

b. Effective July 1, 1987 the City shall be responsible for purchasing initial uniform acquisitions for any employee employed by the Watertown Fire Department. Such initial uniform acquisition shall be used for the purchase of the following articles and shall not be purchased by the employee from his or her Five Hundred Dollar (\$500.00) clothing allowance allotment:

- 3 work shirts short
- 3 work shirts long
- 3 work pants
- 1 dress uniform
- 1 pair dress gloves
- 1 dress tie
- 1 reefer coat
- 1 pair dress shoes
- 1 pair dress rubbers
- 1 uniform hat
- 1 uniform hat badge
- 1 coat badge
- all turn out gear
- 1 work jacket

c. The City shall designate the vendor and establish the price of each uniform item through competitive bidding in accordance with Section 103 of the General Municipal Law. In the preparation of specifications for the items of uniform the City agrees to

seek the advice and suggestions of the Fire Fighters Association.

d. Each employee shall be responsible to maintain his uniform in a suitable and appropriate fashion. Noncompliance with this section shall be the determination of the Fire Chief and shall be subject to appropriate disciplinary action.

e. Uniform articles that are normally purchased through the clothing allowance will be replaced by the City if damaged in any way while in the course of duty. Such uniform articles shall not be replaced by the City for normal wear and tear.

ARTICLE 12 - DUTIES IN GENERAL

SECTION 1. Members shall perform normal everyday housecleaning duties, including the cleaning and maintenance of fire apparatus.

SECTION 2. Members of the Association shall be required to do interior or exterior routine maintenance to the facilities to which they are assigned. Routine maintenance shall be defined as the daily upkeep necessary to keep the premises in a state of good repair.

SECTION 3. Members assigned to temporary duty at other engine houses shall report as scheduled for duty with their uniform work clothes and personal provisions. It shall be the responsibility of the Fire Department to ensure that members assigned to this temporary duty are provided with their regular fire fighting equipment and bed linen.

SECTION 4. Members assigned to regular inspection duty or other regular duties within the Fire Prevention Bureau shall not be assigned to these duties under intemperate weather conditions such as heavy rain, heavy snow squalls, or outside temperatures below 15 degrees. In the event of emergency requiring inspection, this provision is not applicable for the time of emergency.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

SECTION 1. The officials representing the City and the Association shall acknowledge any

correspondence in writing within five (5) days of the date of the receipt of such correspondence.

SECTION 2. All vacancies in the Department shall be filled as promptly as possible from appropriate eligible lists as provided by the Watertown Municipal Civil Service Commission.

SECTION 3. Members of the Association shall be given a copy of any report which is to become a part of the member's permanent personnel record. Such reports shall include, but not be limited to, injury reports, sick reports, and any report which might be used by the City in any future disciplinary proceedings. A copy of all such reports shall be made available to the Association upon request.

SECTION 4. The City shall furnish all major appliances such as stoves and refrigerators required for the cooking and storing of food in the engine houses.

SECTION 5. When employees of the Fire Department are engaged in any duty other than actual fire fighting, the normal work day shall be from 8:00 a.m. to 11:30 a.m. and from 1:00 p.m. to 4:30 p.m. No duties other than actual firefighting, training or code enforcement shall be performed after 5:00 p.m. Such code enforcement shall not include general company inspections after 4:30 p.m. and will only be authorized if available manpower exceeds fourteen (14) men, excluding the Battalion Chief.

SECTION 6. Employees of the Fire Department shall observe the holiday schedule on Sundays and on all holidays as designated in the Leave Rules. Such schedule shall exclude employees from performing duties other than normal housework and responding to fire alarms and fighting fires.

SECTION 7. The City shall provide a copy of all directives affecting working conditions or terms of employment of the members of the Association to the Association.

SECTION 8. The City shall defend or pay any settlement of claim against an employee of the Department arising from his or her performance as an employee of the Department, as long as an employee is operating within the

scope of his or her employment.

SECTION 9. Officials of the Association shall be allowed to leave their respective engine houses while on duty for the purpose of conducting regular monthly and special membership meetings of the Association at No. 1 Engine House. Officials of the Association will remain in an "on duty" status while at these meetings at No. 1 Engine House.

On occasion, when it is deemed necessary, two outside engine companies shall be permitted to proceed to No. 1 Engine House for the purpose of attending special and regular meetings of the Association. These engine companies will remain in an "on duty" status while at No. 1 Engine House, and will respond to emergency calls as required.

SECTION 10. When a fire company is detailed for duty at a fair, circus, or other similar event, the maximum time that any one company remains on duty at such event shall not exceed four (4) hours.

SECTION 11. The City agrees to repair or replace as the situation may require, eye glasses and dentures of a member if these articles are lost, broken, damaged, or destroyed in the line of duty.

SECTION 12. All general and special orders of the Department shall be in writing and signed by the appropriate officer. All administrative verbal orders shall be reduced to writing within seventy-two hours. Such orders shall be signed and posted on station bulletin boards for a period of not less than thirty (30) days.

SECTION 13. It is agreed by and between the parties hereto that this agreement may be re-opened for the purpose of considering any new matters and issues which may arise during the life of the contract.

SECTION 14. All engine houses shall have telephones available for the purpose of making and receiving outside calls.

SECTION 15. Effective July 1, 1987 the City shall make available a Five Thousand Dollar (\$5,000) bonus retirement plan for employees within the department who

have twenty (20) years of time in the New York State Fire Retirement System. Every employee who reaches his or her 20th year in the Retirement System shall also be entitled to take advantage of this Five Thousand Dollar (\$5,000) bonus plan. For the purposes of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Fire Retirement System shall be considered to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

1st Year	\$5,000
2nd Year	\$4,000
3rd Year	\$3,000

ARTICLE 14 - SAFETY AND TRAINING PROGRAM

SECTION 1. In addition to the in-service training program presently conducted by the Fire Department, the City agrees to provide tuition payments for fire-related training given at the Jefferson Community College or other established institution of higher learning, beyond high school and vocational school, up to a maximum of fifteen men per fiscal year, with a limit of no more than one training course per man per fiscal year; except if there are openings unfilled in the second half of the year; additional courses per man may be allowed within the maximum number of fifteen per year. The City shall not be required to call in men to substitute or pay acting out of rank pay for members while attending classes. In addition, the training and tuition must be approved in advance by the Fire Chief and the City Manager.

SECTION 2. Effective July 1, 1985, the City shall pay any tuition or related costs to members undergoing training for the purpose of acquiring or renewing Emergency Medical Technician (EMT) certificates. Any employee assigned to the emergency rescue vehicle as part of the hook and ladder company will be EMT certified.

SECTION 3. Effective July 1, 2007, the City will pay \$300.00 annually to those employees who receive and maintain their Emergency Medical Technician (EMT) certification. Payments will be made in July of each year, to those members that hold their EMT certification effective July 1st.

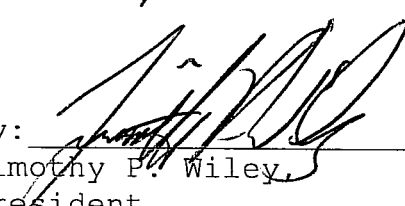
SECTION 4. Physical Standards - To provide for a more physically fit workforce, the City desires to implement physical fitness standards within one year of the signing of this agreement. To accomplish this goal, the parties agree to immediately open negotiations limited to the establishment of such physical standards, such that the terms and conditions of employment related to such standards can be agreed upon prior to their implementation. The parties further agree that if they are unable to reach an agreement regarding the physical standards and/or the terms and conditions of employment related to physical standards, in the timeframe described above, neither party has the right to mediation or arbitration on this issue.

ARTICLE 15 - STATE LAW REQUIREMENT

SECTION 1. "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."

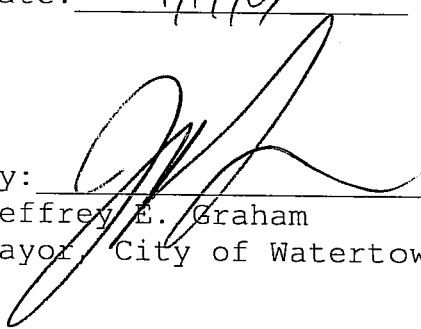
WATERTOWN PROFESSIONAL
FIRE FIGHTERS ASSOCIATION,
LOCAL NO. 191

Date: 10/17/09

By: 
Timothy P. Wiley,
President

CITY OF WATERTOWN
NEW YORK

Date: 9/14/09

By: 
Jeffrey E. Graham
Mayor, City of Watertown

SCHEDULE A

CITY OF WATERTOWN, NEW YORK FIRE PAY PLAN - TABLE 1 ANNUAL RATES OF PAY FOR GRADES F6 - F14 EFFECTIVE JULY 1, 2009

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER*	F6	40,986	42,780	44,663	46,642	48,721	50,899
FIRE CAPTAIN **	F10	48,255	50,411	52,683	55,057	57,559	60,181
BATTALION FIRE CHIEF**	F14	57,559	60,181	62,937	65,833	68,870	72,065

* A \$556 clothing allowance has been incorporated into the salary schedule for this position.

** A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2 HOURLY RATES OF PAY FOR GRADES F6 - F14

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER	F6	19.70	20.57	21.47	22.42	23.42	24.47
FIRE CAPTAIN	F10	23.20	24.24	25.33	26.47	27.67	28.93
BATTALION FIRE CHIEF	F14	27.67	28.93	30.26	31.65	33.11	34.65

LONGEVITY PAYMENTS:

AFTER 6TH YEAR	350
AFTER 12TH YEAR	700
AFTER 18TH YEAR	1,050

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES F6 - F18
EFFECTIVE JULY 1, 2009

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	19.87	20.74	21.64	22.59	23.59	24.64
FIRE CAPTAIN	F10	23.37	24.41	25.50	26.64	27.84	29.10
BATTALION FIRE CHIEF	F14	27.84	29.10	30.43	31.82	33.28	34.82

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES F6 - F18
EFFECTIVE JULY 1, 2009

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	20.04	20.91	21.81	22.76	23.76	24.81
FIRE CAPTAIN	F10	23.54	24.58	25.67	26.81	28.01	29.27
BATTALION FIRE CHIEF	F14	28.01	29.27	30.60	31.99	33.45	34.99

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES F6 - F18
EFFECTIVE JULY 1, 2009

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	20.20	21.07	21.97	22.92	23.92	24.97
FIRE CAPTAIN	F10	23.70	24.74	25.83	26.97	28.17	29.43
BATTALION FIRE CHIEF	F14	28.17	29.43	30.76	32.15	33.61	35.15

SCHEDULE B

CITY OF WATERTOWN, NEW YORK FIRE PAY PLAN - TABLE 1 ANNUAL RATES OF PAY FOR GRADES F6 - F14 EFFECTIVE JULY 1, 2010

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER*	F6	42,215	44,063	46,003	48,042	50,182	52,426
FIRE CAPTAIN **	F10	49,702	51,924	54,264	56,709	59,286	61,987
BATTALION FIRE CHIEF**	F14	59,286	61,987	64,825	67,808	70,936	74,227

* A \$556 clothing allowance has been incorporated into the salary schedule for this position.

** A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2 HOURLY RATES OF PAY FOR GRADES F6 - F14

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER	F6	20.30	21.18	22.12	23.10	24.13	25.20
FIRE CAPTAIN	F10	23.90	24.96	26.09	27.26	28.50	29.80
BATTALION FIRE CHIEF	F14	28.50	29.80	31.17	32.60	34.10	35.69

LONGEVITY PAYMENTS:

AFTER 6TH YEAR	350
AFTER 12TH YEAR	700
AFTER 18TH YEAR	1,050

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES F6 - F18
EFFECTIVE JULY 1, 2010

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	20.47	21.35	22.29	23.27	24.30	25.37
FIRE CAPTAIN	F10	24.07	25.13	26.26	27.43	28.67	29.97
BATTALION FIRE CHIEF	F14	28.67	29.97	31.34	32.77	34.27	35.86

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES F6 - F18
EFFECTIVE JULY 1, 2010

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	20.64	21.52	22.46	23.44	24.47	25.54
FIRE CAPTAIN	F10	24.24	25.30	26.43	27.60	28.84	30.14
BATTALION FIRE CHIEF	F14	28.84	30.14	31.51	32.94	34.44	36.03

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES F6 - F18
EFFECTIVE JULY 1, 2010

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	20.80	21.68	22.62	23.60	24.63	25.70
FIRE CAPTAIN	F10	24.40	25.46	26.59	27.76	29.00	30.30
BATTALION FIRE CHIEF	F14	29.00	30.30	31.67	33.10	34.60	36.19